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8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA  
10 WESTERN DIVISION

11 MOTOBATT USA LTD., INC., a Florida  
12 Corporation

13 Plaintiff,

14 v.

15 ANTIGRAVITY BATTERIES LLC, a  
16 California Limited Liability Company,

17  
18 Defendant.

19 AND RELATED COUNTERCLAIMS  
20

CASE NO. 2:19-cv-00085 GW(KSX)

21  
22 **STIPULATED PROTECTIVE  
23 ORDER**

24 **1.**

25 **A. PURPOSES AND LIMITATIONS**

26 Discovery in this action is likely to involve production of confidential and  
27 proprietary information for which special protection from public disclosure and from  
28 use for any purpose other than prosecuting this litigation may be warranted.

Accordingly, the parties hereby stipulate to and petition the Court to enter the

1 following Stipulated Protective Order. The parties acknowledge that this Order does  
2 not confer blanket protections on all disclosures or responses to discovery and that the  
3 protection it affords from public disclosure and use extends only to the limited  
4 information or items that are entitled to confidential treatment under the applicable  
5 legal principles.

6 **B. GOOD CAUSE STATEMENT**

7 This action involves allegations that Antigravity Batteries, LLC  
8 (“Antigravity”) has manufactured, used, distributed, offered for sale and/or sold  
9 certain products in Florida and nationwide, which allegedly infringe U.S. Design  
10 Patent No. D614,126 (“the ‘126 Patent”), the rights, title, and interest of which belong  
11 to Motobatt USA Ltd., Inc. (“Motobatt”) (collectively “the Parties”). This action also  
12 involves allegations that Antigravity has induced others to infringe the ‘126 Patent,  
13 and/or committed acts which constitute contributory infringement of the ‘126 Patent.  
14 Antigravity has denied these allegations.

15 The Parties expect that discovery in this case likely will involve  
16 information that is proprietary and confidential and protected from disclosure under  
17 state or federal statutes, court rules, case decisions, or common law. The Parties  
18 expect that discovery will involve information relating to customers, including  
19 proprietary information that may relate to customer preferences and buying habits, as  
20 well as personal information of customers (including information implicating privacy  
21 rights of third parties). The Parties also expect that discovery in this case will involve  
22 pricing and customer lists for Antigravity brand products being purchased by  
23 Antigravity’s customers, as well as information relating to sales and profits given  
24 Motobatt’s claims for damages and disgorgement of profits. Finally, discovery in this  
25 case will involve the disclosure of agreements deemed by the parties or third parties to  
26 be confidential under the terms of such agreements.

27 Accordingly, to expedite the flow of information, to facilitate the prompt  
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1 resolution of disputes over confidentiality of discovery materials, to adequately protect  
2 information the parties are entitled to keep confidential, to ensure that the parties are  
3 permitted reasonable necessary uses of such material in preparation for and in the  
4 conduct of trial, to address their handling at the end of the litigation, and serve the  
5 ends of justice, a protective order for such information is justified in this matter. It is  
6 the intent of the parties that information will not be designated as confidential for  
7 tactical reasons and that nothing be so designated without a good faith belief that it has  
8 been maintained in a confidential, non-public manner, and there is good cause why it  
9 should not be part of the public record of this case.

10 **C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING**  
11 **UNDER SEAL**

12 The parties further acknowledge, as set forth in Section 12.3, below, that  
13 this Stipulated Protective Order does not entitle them to file confidential information  
14 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and  
15 the standards that will be applied when a party seeks permission from the court to file  
16 material under seal.

17 There is a strong presumption that the public has a right of access to  
18 judicial proceedings and records in civil cases. In connection with non-dispositive  
19 motions, good cause must be shown to support a filing under seal. *See Kamakana v.*  
20 *City and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen.*  
21 *Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony*  
22 *Electrics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective  
23 orders require good cause showing), and a specific showing of good cause or  
24 compelling reasons with proper evidentiary support and legal justification, must be  
25 made with respect to Protected Material that a party seeks to file under seal. The  
26 parties' mere designation of Disclosure or Discovery Material as "CONFIDENTIAL"  
27 and/or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" does not—  
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1 without the submission of competent evidence by declaration, establishing that the  
2 material sought to be filed under seal qualifies as confidential, privileged, or otherwise  
3 protectable—constitute good cause.

4 Further, if a party requests sealing related to a dispositive motion or trial,  
5 then compelling reasons, not only good cause, for the sealing must be shown, and the  
6 relief sought shall be narrowly tailored to serve the specific interest to be protected.  
7 *See Pintos v. Pacific Creditors Ass’n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each  
8 item or type of information, document, or thing sought to be filed or introduced under  
9 seal in connection with a dispositive motion or trial, the party seeking protection must  
10 articulate compelling reasons, supported by specific facts and legal justification, for  
11 the requested sealing order. Again, competent evidence supporting the application to  
12 file documents under seal must be provided by declaration.

13 Any document that is not confidential, privileged, or otherwise  
14 protectable in its entirety will not be filed under seal if the confidential portions can be  
15 redacted. If documents can be redacted, then a redacted version for public viewing,  
16 omitting only the confidential, privileged, or otherwise protectable portions of the  
17 document, shall be filed. Any application that seeks to file documents under seal in  
18 their entirety should include an explanation of why redaction is not feasible.

## 19 **2. DEFINITIONS**

20 As used anywhere in this Protective Order, the following words and terms  
21 are defined as indicated below:

22 2.1 Action: this pending federal law suit, Central District of California  
23 2:19-cv-00085 GW(KSX).

24 2.2 Challenging Party: a Party or Non-Party that challenges the  
25 designation of information or items under this Order.

26 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
27 how it is generated, stored or maintained) or tangible things that qualify for protection  
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1 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
2 Cause Statement.

3           2.4 “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY”  
4 Information or Items: extremely sensitive “CONFIDENTIAL” Information or Items,  
5 the disclosure of which to another Party or Non-Party would create a substantial risk  
6 of serious harm that could not be avoided by less restrictive means.

7           2.5 Counsel: Outside Counsel of Record and House Counsel (as well as  
8 their support staff).

9           2.6 Designating Party: a Party or Non-Party that designates information  
10 or items that it produces in disclosures or in responses to discovery as  
11 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES  
12 ONLY.”

13           2.7 Disclosure or Discovery Material: all items or information, regardless  
14 of the medium or manner in which it is generated, stored, or maintained (including,  
15 among other things, testimony, transcripts, and tangible things), that are produced or  
16 generated in disclosures or responses to discovery in this matter.

17           2.8 Expert: a person with specialized knowledge or experience in a matter  
18 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
19 expert witness or as a consultant in this Action.

20           2.9 House Counsel: attorneys who are employees of a party to this  
21 Action. House Counsel does not include Outside Counsel of Record or any other  
22 outside counsel.

23           2.10 Non-Party: any natural person, partnership, corporation, association,  
24 or other legal entity not named as a Party to this action.

25           2.11 Outside Counsel of Record: attorneys who are not employees of a  
26 party to this Action but are retained to represent or advise a party to this Action and  
27 have appeared in this Action on behalf of that party or are affiliated with a law firm  
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1 which has appeared on behalf of that party, and includes support staff.

2           2.12 Party: any party to this Action (including parties added to this action  
3 after the date of this Order), including all of its officers, directors, employees,  
4 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

5           2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
6 Discovery Material in this Action.

7           2.14 Professional Vendors: persons or entities that provide litigation  
8 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
9 demonstrations, and organizing, storing, or retrieving data in any form or medium) and  
10 their employees and subcontractors.

11           2.15 Protected Material: any Disclosure or Discovery Material that is  
12 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’  
13 EYES ONLY.”

14           2.16 Receiving Party: a Party that receives Disclosure or Discovery  
15 Material from a Producing Party.

16           2.17 Insurer: An authorized agent or representative of any insurance  
17 business, including support staff of that agent or representative, where the insurance  
18 business may be liable to satisfy all or part of a possible judgment in the action or to  
19 indemnify or reimburse for payments made to satisfy the judgment.

### 20 **3. SCOPE**

21           The protections conferred by this Stipulation and Order cover not only  
22 Protected Material (as defined above), but also (1) any information copied or extracted  
23 from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
24 Protected Material; and (3) any testimony, conversations, or presentations by Parties  
25 or their Counsel that might reveal Protected Material.

26           Any use of Protected Material at trial shall be governed by the orders of  
27 the trial judge. This Order does not govern the use of Protected Material at trial.  
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1     **4. DURATION**

2             Even after final disposition of this litigation, the confidentiality  
3 obligations imposed by this Order shall remain in effect until a Designating Party  
4 agrees otherwise in writing or a court order otherwise directs. Final disposition shall  
5 be deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
6 with prejudice; and (2) final judgment herein after the completion and exhaustion of  
7 all appeals, rehearings, remands, trials, or reviews of this Action, including the time  
8 limits for filing any motions or applications for extension of time pursuant to  
9 applicable law.

10    **5. DESIGNATING PROTECTED MATERIAL**

11             5.1 Exercise of Restraint and Care in Designating Material for Protection.

12    Each Party or Non-Party that designates information or items for protection under this  
13 Order must take care to limit any such designation to specific material that qualifies  
14 under the appropriate standards. The Designating Party must designate for protection  
15 only those parts of material, documents, items, or oral or written communications that  
16 qualify so that other portions of the material, documents, items, or communications for  
17 which protection is not warranted are not swept unjustifiably within the ambit of this  
18 Order.

19             Mass, indiscriminate, or routinized designations are prohibited.  
20 Designations that are shown to be clearly unjustified or that have been made for an  
21 improper purpose (e.g., to unnecessarily encumber the case development process or to  
22 impose unnecessary expenses and burdens on other parties) may expose the  
23 Designating Party to sanctions.

24             If it comes to a Designating Party's attention that information or items  
25 that it designated for protection do not qualify for protection, that Designating Party  
26 must promptly notify all other Parties that it is withdrawing the inapplicable  
27 designation.  
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1                   5.2 Manner and Timing of Designations. Except as otherwise provided in  
2 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
3 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
4 under this Order must be clearly so designated before the material is disclosed or  
5 produced.

6                   Designation in conformity with this Order requires:

7                   (a) for information in documentary form (e.g., paper or electronic  
8 documents, but excluding transcripts of depositions or other pretrial or trial  
9 proceedings), that the Producing Party affix at a minimum, the legend  
10 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES  
11 ONLY.” (hereinafter “CONFIDENTIAL legend” or “HIGHLY CONFIDENTIAL --  
12 ATTORNEYS’ EYES ONLY legend”), to each page that contains protected material.  
13 If only a portion of the material on a page qualifies for protection, the Producing Party  
14 also must clearly identify the protected portion(s) (e.g., by making appropriate  
15 markings in the margins).

16                   A Party or Non-Party that makes original documents available for  
17 inspection need not designate them for protection until after the inspecting Party has  
18 indicated which documents it would like copied and produced. During the inspection  
19 and before the designation, all of the material made available for inspection shall be  
20 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents  
21 it wants copied and produced, the Producing Party must determine which documents,  
22 or portions thereof, qualify for protection under this Order. Then, before producing the  
23 specified documents, the Producing Party must affix the “CONFIDENTIAL legend”  
24 or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY legend” to each page  
25 that contains Protected Material. If only a portion of the material on a page qualifies  
26 for protection, the Producing Party also must clearly identify the protected portion(s)  
27 (e.g., by making appropriate markings in the margins).



1 (b) for testimony given in depositions that the Designating Party  
2 identifies the Disclosure or Discovery Material on the record, before the close of the  
3 deposition all protected testimony.

4 (c) for information produced in some form other than documentary and  
5 for any other tangible items, that the Producing Party affix in a prominent place on the  
6 exterior of the container or containers in which the information is stored the legend  
7 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES  
8 ONLY.” If only a portion or portions of the information warrants protection, the  
9 Producing Party, to the extent practicable, shall identify the protected portion(s).

10 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
11 failure to designate qualified information or items does not, standing alone, waive the  
12 Designating Party’s right to secure protection under this Order for such material. Upon  
13 timely correction of a designation, the Receiving Party must make reasonable efforts  
14 to assure that the material is treated in accordance with the provisions of this Order.

## 15 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

16 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
17 designation of confidentiality at any time that is consistent with the Court’s  
18 Scheduling Order.

19 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
20 resolution process under Local Rule 37.1 et seq.

21 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a  
22 joint stipulation pursuant to Local Rule 37-2

23 6.4 The burden of persuasion in any such challenge proceeding shall be  
24 on the Designating Party. Frivolous challenges, and those made for an improper  
25 purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties)  
26 may expose the Challenging Party to sanctions. Unless the Designating Party has  
27 waived or withdrawn the confidentiality designation, all parties shall continue to  
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1 afford the material in question the level of protection to which it is entitled under the  
2 Producing Party's designation until the Court rules on the challenge.

3 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

4 7.1 Basic Principles. A Receiving Party may use Protected Material that  
5 is disclosed or produced by another Party or by a Non-Party in connection with this  
6 Action only for prosecuting, defending, or attempting to settle this Action. Such  
7 Protected Material may be disclosed only to the categories of persons and under the  
8 conditions described in this Order. When the Action has been terminated, a Receiving  
9 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

10 Protected Material must be stored and maintained by a Receiving Party at  
11 a location and in a secure manner that ensures that access is limited to the persons  
12 authorized under this Order.

13 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
14 otherwise ordered by the court or permitted in writing by the Designating Party, a  
15 Receiving Party may disclose any information or item designated "CONFIDENTIAL"  
16 only to:

17 (a) the Receiving Party's Outside Counsel of Record in this Action, as  
18 well as employees of said Outside Counsel of Record to whom it is reasonably  
19 necessary to disclose the information for this Action;

20 (b) the officers, directors, and employees (including House Counsel) of  
21 the Receiving Party to whom disclosure is reasonably necessary for this Action;

22 (c) Experts (as defined in this Order) of the Receiving Party to whom  
23 disclosure is reasonably necessary for this Action and who have signed the  
24 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

25 (d) the court and its personnel;

26 (e) court reporters and their staff;

27 (f) professional jury or trial consultants, mock jurors, and Professional  
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Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

(j) any Insurer who has signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A) .

**7.3 Disclosure of “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY” Information or Items.** Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY” only to:

(a) the Receiving Party’s Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) House Counsel and their staff who may use such information only for purposes of prosecuting this action or for discussing settlement;

(c) Experts (as defined in this Order) of the Receiving Party to whom

disclosure is reasonably necessary for this Action and who have signed the  
“Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) private court reporters and their staff to whom disclosure is reasonably  
necessary for this Action and who have signed the “Acknowledgment and Agreement to  
Be Bound” (Exhibit A);

(f) professional jury or trial consultants, mock jurors, and Professional  
Vendors to whom disclosure is reasonably necessary for this Action and who have signed  
the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a  
custodian or other person who otherwise possessed or knew the information; and

(h) during their depositions, witnesses, and attorneys for witnesses, in the  
Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
requests that the witness sign the form attached as Exhibit A hereto; and (2) they will  
not be permitted to keep any Protected Material unless they sign the  
“Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed  
by the Designating Party or ordered by the court. Pages of transcribed deposition  
testimony or exhibits to depositions that reveal Protected Material may be separately  
bound by the court reporter and may not be disclosed to anyone except as permitted  
under this Stipulated Protective Order;

(i) any mediator or settlement officer, and their supporting personnel,  
mutually agreed upon by any of the parties engaged in settlement discussions.

(j) any Insurer who has signed the “Acknowledgment and Agreement to  
Be Bound” (Exhibit A).

7.4 Service of “Acknowledgment and Agreement to Be Bound” (Exhibit  
A).

The signed original of each Acknowledgment and Agreement to Be Bound

(Exhibit A) shall be served by the attorney who procured it on counsel for the opposing party as follows:

(1) for an expert witness or rebuttal-only expert witness, no later than the earlier of (a) the time at which that witness is disclosed to opposing counsel or (b) the final disposition of this litigation as defined in paragraph number 4 above, and

(2) for any Professional Vendor, expert consultant, professional jury or trial consultant, mock juror, Insurer and any other Non-Party who received any Protected Material, contemporaneously with the earlier of (a) the final disposition of this litigation as defined in paragraph number 4 above or (b) the disclosure of such person to opposing counsel.

**8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -- ATTORNEYS’

1 EYES ONLY” before a determination by the court from which the subpoena or order  
2 issued, unless the Party has obtained the Designating Party’s permission. The  
3 Designating Party shall bear the burden and expense of seeking protection in that court  
4 of its confidential material and nothing in these provisions should be construed as  
5 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
6 directive from another court.

7 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
8 **PRODUCED IN THIS LITIGATION**

9 (a) The terms of this Order are applicable to information produced by a  
10 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY  
11 CONFIDENTIAL -- ATTORNEYS’ EYES ONLY.” Such information produced by  
12 Non-Parties in connection with this litigation is protected by the remedies and relief  
13 provided by this Order. Nothing in these provisions should be construed as prohibiting  
14 a Non-Party from seeking additional protections.

15 (b) In the event that a Party is required, by a valid discovery request, to  
16 produce a Non-Party’s confidential information in its possession, and the Party is  
17 subject to an agreement with the Non-Party not to produce the Non-Party’s  
18 confidential information, then the Party shall:

19 (1) promptly notify in writing the Requesting Party and the Non-  
20 Party that some or all of the information requested is subject to a confidentiality  
21 agreement with a Non-Party;

22 (2) promptly provide the Non-Party with a copy of the Stipulated  
23 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
24 specific description of the information requested; and

25 (3) make the information requested available for inspection by the  
26 Non-Party, if requested.

27 (c) If the Non-Party fails to seek a protective order from this court within  
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1 14 days of receiving the notice and accompanying information, the Receiving Party  
2 may produce the Non-Party's confidential information responsive to the discovery  
3 request. If the Non-Party timely seeks a protective order, the Receiving Party shall not  
4 produce any information in its possession or control that is subject to the  
5 confidentiality agreement with the Non-Party before a determination by the court.  
6 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
7 of seeking protection in this court of its Protected Material.

8 (d) If a Party seeks or obtains any Disclosure or Discovery Material from  
9 a Non-Party, any Party may designate as Protected Material any such Disclosure or  
10 Discovery Material so long as the material otherwise meets the conditions for being  
11 designated as Protected Material.

12 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

13 If a Receiving Party learns that, by inadvertence or otherwise, it has  
14 disclosed Protected Material to any person or in any circumstance not authorized  
15 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
16 notify in writing the Designating Party of the unauthorized disclosures, (b) use its best  
17 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the  
18 person or persons to whom unauthorized disclosures were made of all the terms of this  
19 Order, and (d) request such person or persons to execute the "Acknowledgment and  
20 Agreement to Be Bound" that is attached hereto as Exhibit A.

21 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
22 **PROTECTED MATERIAL**

23 When a Producing Party gives notice to Receiving Parties that certain  
24 inadvertently produced material is subject to a claim of privilege or other protection,  
25 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
26 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
27 may be established in an e-discovery order that provides for production without prior  
28



1 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
2 parties reach an agreement on the effect of disclosure of a communication or  
3 information covered by the attorney-client privilege or work product protection, the  
4 parties may incorporate their agreement in the stipulated protective order submitted to  
5 the court.

## 6 **12. MISCELLANEOUS**

7 12.1 Right to Further Relief. Nothing in this Order abridges the right of  
8 any person to seek its modification by the Court in the future.

9 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
10 Protective Order no Party waives any right it otherwise would have to object to  
11 disclosing or producing any information or item on any ground not addressed in this  
12 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
13 ground to use in evidence of any of the material covered by this Protective Order.

14 12.3 Filing Protected Material. A Party that seeks to file under seal any  
15 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
16 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
17 Protected Material at issue. If a Party's request to file Protected Material under seal is  
18 denied by the court, then the Receiving Party may file the information in the public  
19 record unless otherwise instructed by the court.

## 20 **13. FINAL DISPOSITION**

21 After the final disposition of this Action, as defined in paragraph 4,  
22 within 60 days of a written request by the Designating Party, each Receiving Party  
23 must return all Protected Material to the Producing Party or destroy such material.  
24 Each Expert, Professional Vendor, Consultant, and any other Non-Party who received  
25 any Protected Material must return all Protected Material to the attorney who procured  
26 the Acknowledgment and Agreement to Be Bound (Exhibit A) under which the  
27 Protected Material was provided to the Expert, Professional Vendor, Consultant, or  
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1 other Non-Party. As used in this subdivision, "all Protected Material" includes all  
2 copies, abstracts, compilations, summaries, and any other format reproducing or  
3 capturing any of the Protected Material. Whether the Protected Material is returned or  
4 destroyed, the Receiving Party must submit a written certification to the Producing  
5 Party (and, if not the same person or entity, to the Designating Party) by the 60 day  
6 deadline that (1) identifies (by category, where appropriate) all the Protected Material  
7 that was returned or destroyed and (2) identifies each Expert, Professional Vendor,  
8 Consultant, or other Non-Party to whom the Receiving Party provided Protected  
9 Material, or who otherwise received Protected Material, and affirms that each such  
10 person returned to the Receiving Party all such Protected Material and (3) affirms that  
11 the Receiving Party has not retained any copies, abstracts, compilations, summaries or  
12 any other format reproducing or capturing any of the Protected Material.

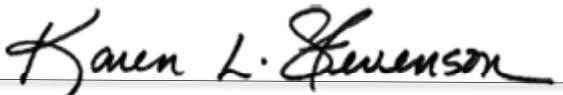
13 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all  
14 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,  
15 correspondence, deposition and trial exhibits, expert reports, attorney work product,  
16 and consultant and expert work product, even if such materials contain Protected  
17 Material. Any such archival copies that contain or constitute Protected Material remain  
18 subject to this Protective Order as set forth in Section 4 (DURATION).

19 **14. VIOLATION**

20 Any violation of this Order may be punished by any and all appropriate  
21 measures including, without limitation, contempt proceedings and/or monetary sanctions.

22  
23 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

24  
25 DATED: July 22, 2019

26   
27 KAREN L. STEVENSON  
28 UNITED STATES MAGISTRATE JUDGE

1 EXHIBIT A

2 ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that  
5 I have read in its entirety and understand the Stipulated Protective Order that was  
6 issued by the United States District Court for the Central District of California on  
7 [date] in the case of *Motobatt USA Ltd., Inc. v. Antigravity Batteries LLC Case No.*  
8 *2:19-cv-00085 GW(KSX)*. I agree to comply with and to be bound by all the terms of  
9 this Stipulated Protective Order and I understand and acknowledge that failure to so  
10 comply could expose me to sanctions and punishment in the nature of contempt. I  
11 solemnly promise that I will not disclose in any manner any information or item that is  
12 subject to this Stipulated Protective Order to any person or entity except in strict  
13 compliance with the provisions of this Order. Under penalty of perjury, I represent  
14 that: (1) I am not a past or current employee, officer, director, manager, managing  
15 agent, or member of a Party or of a Party's competitor, (2) I am not related to, nor am I  
16 a friend of, any employee, officer, director, manager, managing agent, or member of a  
17 Party or of a Party's competitor, (3) I do not anticipate becoming an employee, officer,  
18 director, manager, managing agent, or member of a Party or of a Party's competitor.

19 I further agree to submit to the jurisdiction of the United States District Court  
20 for the Central District of California for enforcing the terms of this Stipulated  
21 Protective Order, even if such enforcement proceedings occur after termination of this  
22 action. I hereby appoint \_\_\_\_\_ [print or type full name] of  
23 \_\_\_\_\_ [print or type full address and  
24 telephone number] as my California agent for service of process in connection with  
25 this action or any proceedings related to enforcement of this Stipulated Protective  
26 Order.

27 Date: \_\_\_\_\_

28 City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_